



TOWN OF LOS ALTOS HILLS
Staff Report to the City Council

January 24, 2008

SUBJECT: GRANT OF OPEN SPACE EASEMENT; LANDS OF RUSS AND NAVARRO,
12374 MELODY LANE, FILE #96-07-ZP-SD-GD.

FROM: Debbie Pedro, Planning Director 

APPROVED BY: Carl Cahill, City Manager 

RECOMMENDATION: That the City Council:

Adopt the attached resolution accepting the grant of open space easement on the Lands of Russ and Navarro, 12374 Melody Lane.

DISCUSSION:

The dedication of the easement was required as a condition for approval for the construction of a major addition (File # 96-07-ZP-SD-GD). This easement is to be placed over the northerly portion of the property with large oak tree coverage and a portion of Matadero Creek. The general public would not have right of entry over the easement.

ATTACHMENT

1. Resolution Accepting Grant of an Open Space Easement
 - A. Grant of Open Space Easement Document with exhibits

cc: Robert Russ and Pauline Navarro
12374 Melody Lane
Los Altos Hills, CA 94022

Report prepared by: Nicole Horvitz, Assistant Planner

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE
TOWN OF LOS ALTOS HILLS
APPROVING AGREEMENT FOR OPEN SPACE EASEMENT
(Lands Russ and Navarro)**

WHEREAS, Robert Russ and Pauline Navarro ("Owner") owns the property commonly known as 12374 Melody Lane, Los Altos Hills, California; and

WHEREAS, the Town has adopted a General Plan and, pursuant thereto, may accept grants of open space easements on privately owned lands lying within the Town;

WHEREAS, the Owner has offered to enter into an agreement for open space easement attached to this Resolution as Attachment A ("Open Space Easement Agreement") to limit the use of a portion of the property in order to reduce potential adverse impacts on such land including grading, vegetation removal, and erosion;

WHEREAS, the Town finds the Open Space Easement Agreement to be consistent with the Town's General Plan and in the best interests of the Town;

WHEREAS, the Owner and the Town recognize that the land subject to the Open Space Easement Agreement is essentially unimproved and if retained in its natural state has substantial scenic value to the public and that the preservation of such land as open space constitutes an important physical, social, aesthetic and economic asset to the Town and the Owner;

WHEREAS, the Open Space Easement Agreement contains the appropriate restrictions and covenants to preserve the natural and scenic character of the land; and

NOW, THEREFORE, the City Council of the Town of Los Altos Hills does **RESOLVE** as follows:

The Town hereby accepts on behalf of the public, and for the purposes therein described, approves the Open Space Easement Agreement attached to this Resolution as Attachment A; and the Mayor is hereby authorized and directed to execute the Open Space Easement Agreement.

PASSED AND ADOPTED this _____ day of _____, 2008

BY: _____
Mayor

ATTEST:

City Clerk

Attachment A

Open Space Easement Agreement

This Document Is Recorded
For the Benefit of the
Town of Los Altos Hills
And is Exempt from Fee
Per Government Code
Sections 6103 and 27383

When Recorded, Mail to:

Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, CA 94022
Attention: City Clerk

AGREEMENT FOR OPEN SPACE EASEMENT

This Agreement for Open Space Easement ("Agreement") is made and entered into this ____ day of _____, 2008, by and between Robert Russ and Pauline Navarro, ("Owner") and the Town of Los Altos Hills, a municipal corporation, ("Town").

RECITALS

A. Owner owns that certain real property in the Town of Los Altos Hills commonly known as 12374 Melody Lane, Los Altos Hills, California.

B. Town has adopted a General Plan and, pursuant thereto, may accept grants of open space easements on privately owned lands lying within the Town.

C. Town finds this open space easement to be consistent with the Town's General Plan and in the best interests of the Town.

D. Owner and Town desire to limit the use of a portion of the property more particularly described in Exhibit A attached hereto, by dedication of an open space easement in order to reduce potential adverse impacts on such land including grading, vegetation removal, and erosion, recognizing that such land is essentially unimproved and if retained in its natural state has substantial scenic value to the public and that the preservation of such land as open space constitutes an important physical, social, aesthetic and economic asset to the Town and to Owner.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Grant of Open Space Easement. Owner, as grantor, hereby grants an open space easement to the Town of Los Altos Hills, a municipal corporation in the County of

Santa Clara, State of California, over the real property described and shown as Exhibit A, (the "Property"), to have and to hold said open space easement for the term and for the purposes and subject to the conditions, covenants, and exceptions described herein.

2. Statutory Authorization. This Agreement and grant of open space easement are made and entered into pursuant to Chapter 6.6 commencing with Section 51070 of Part 1, Division 1, Title 5 of the Government Code. This Agreement is subject to all of the provisions of said sections and chapters including any amendments thereto which may hereafter be enacted.

3. Restriction on Use of Property. During the term of this Agreement and the open space easement granted herein, the Property shall not be used for any purpose other than an open space easement and those uses related to or compatible therewith. Owner, for the direct benefit of the Property described herein, hereby declares that the Property shall be subject to restrictive covenants running with the land which shall be binding upon all subsequent grantees. Said restrictive covenants shall be:

a. against the right of Owner to construct any improvements on or within the Property except for public and private utilities and paths dedicated to the Town or an approved septic system, provided these reserved exceptions shall be consistent with the purposes of maintaining and preserving the natural or scenic character of the land; and

b. against the extraction of natural resources or other activities which may destroy the unique physical and scenic characteristics of the land; and

c. against the grading of land for reasons other than attendant to permitted uses; and

d. against the cutting of vegetation, except as may be required for fire prevention, thinning, elimination of diseased growth, and similar measures; and

e. against any plantings other than native vegetation; and

f. against the erection of structures other than lawful fences or any improvements authorized by Paragraph 3(a) herein.

4. Exceptions. The City Council of the Town may authorize exceptions to the foregoing restrictive covenants, provided such exceptions are consistent with the purposes of law and not incompatible with maintaining and preserving the natural character of the land.

5. Restrictions on Public Use. The public shall not have a right of entry upon the Property. The right of entry and surface use is limited solely to the Town, but only for the purpose of inspection of condition of the Property.

Exhibit A

Legal Description of Open Space Easement Property
and Plat Accompanying Description

December 13, 2007

LEGAL DESCRIPTION OF OPEN SPACE EASEMENT
12374 Melody Lane, Los Altos Hills

A portion of Lot 2 as shown on that certain map entitled, "Tract No. 3002", filed August 24, 1961 in Book 137 of Maps at Page 2, Official Records of Santa Clara County, the boundaries of said easement being described as follows:

BEGINNING at a point on the northeasterly boundary of said subdivision at the common corner of Lots 1 and 2 as shown on said map;

THENCE along the northeasterly boundary of Lot 2 South 61°28'42" East 280.00 feet;

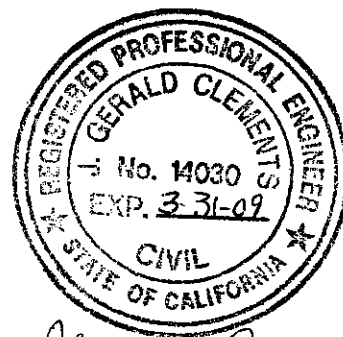
Thence leaving last said line along the southeasterly boundary of said Lot 2 South 24°08'55" West 23.00;

THENCE leaving last said line North 66°00'00" West 208.00 feet;

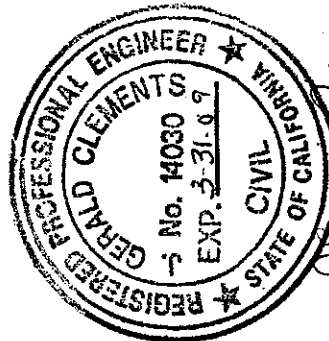
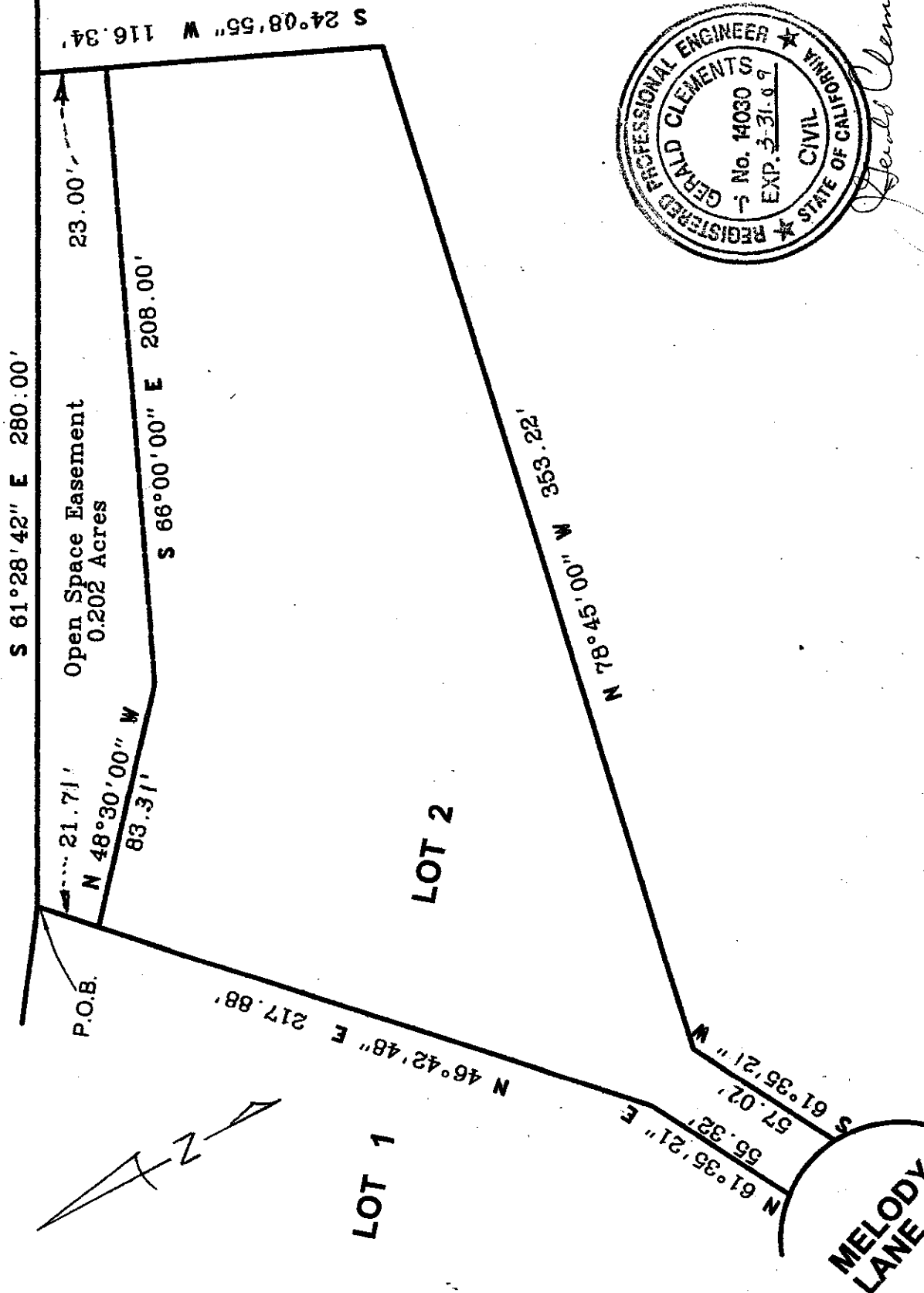
THENCE North 48°30'00" West 83.31 feet to the northwesterly boundary of said Lot 2;

THENCE along last said line North 46°42'48" East 21.71 feet to the POINT OF BEGINNING.

CONTAINING 0.202 acres more or less.



Gerald Clements



**PLAT TO ACCOMPANY LEGAL DESCRIPTION
OF OPEN SPACE EASEMENT
12374 MELODY LANE
LOS ALTOS HILLS**

SCALE: 1"=50'
DATE: 12-13-07
DWN: J.C.
JOB NO: 445

**4966 EL CAMINO REAL • SUITE 110
LOS ALTOS, CALIFORNIA 94022
(650) 962-9260**

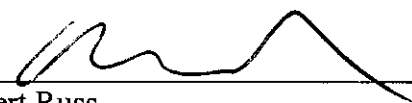
6. Term of Agreement. This open space easement and Agreement shall be effective on the date of recordation of this Agreement and shall remain in effect in perpetuity, unless abandoned pursuant to Government Code Sections 51093 and 51094 or any successor legislation.

7. Successors in Interest. This Agreement and the open space easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto do hereby execute this agreement.

OWNER:

Date: 12/15/, 2007


Robert Russ

Date: 12/15, 2007


Pauline Navarro

TOWN OF LOS ALTOS HILLS:

Date: _____, 2008

Mayor

ATTEST: _____
City Clerk

State of California)
County of Santa Clara.

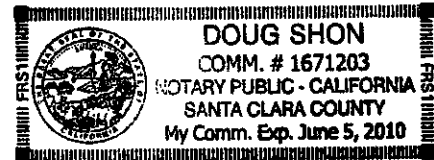
On 15th Dec. 07 before me, DOUG SHON, Notary Public (here insert name and title of the officer), personally appeared ROBERT RUSS.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



State of California)
County of Santa Clara.

On 15th Dec. 07 before me, DOUG SHON, Notary Public (here insert name and title of the officer), personally appeared PAULINE NAVARRO.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

